

EXHIBIT 4

Return to:

Brickleyer Smolker & Bolves, P.A.
500 East Kennedy Blvd, #200
Tampa, FL 33602

CFN 2003R0821742
DR Bk 21793 Pgs 0852 - 8587 (7pgs)
RECORDED 11/04/2003 09:02:59
DEED DOC TAX 13,776.60
SDE TAX 10,002.45
HARVEY RUBIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

SPECIAL WARRANTY DEED

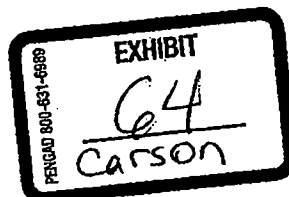
THIS DEED, made this 17th day of October, 2003, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, whose Tax Identification Number(s) is/are 54-6000720 hereinafter called "Grantor", and CPRT LAND HOLDINGS, INC., whose mailing address is 4665 Business Center Drive, Fairfield, CA 94534, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of TWO MILLION TWO HUNDRED NINETY SIX THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$2,296,100.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns, those three (3) certain tracts or parcels of land situate, lying and being at Hialeah, County of Dade, State of Florida, individually referred to as "Tract A", "Tract B" and "Tract C" hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 23.952 acres, more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining.

EXCEPTING unto Grantor the ownership in and to all railroad tracks and other track material (including switches, signals and ballast), hereinafter "the Track", within and on the Premises; and RESERVING unto Grantor a perpetual railroad easement as more particularly described in Exhibit "B" for the continued location, maintenance, use, repair, replacement and removal of the Track; TOGETHER WITH the right of ingress and egress to and from the Track until removal. Said reserved railroad easement shall automatically terminate and all title in the Premises vest in Grantee upon cessation of use and removal of the Track.



CPT000946
CONFIDENTIAL

TO HAVE AND TO HOLD the Premises unto Grantee, Grantee's heirs and assigns or successors and assigns, forever.

Grantor hereby WARRANTS that: (a) SUBJECT TO reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created, determinable by a proper survey or by an inspection thereof, Grantor will forever defend the Premises unto Grantee against claims of or by Grantor and all other persons lawfully claiming or to claim the same or any part thereof by, through or under Grantor; (b) Grantor will execute such other and further assurances of the same as may be required.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent railroad operating property or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into the existing drainage system or upon the adjacent railroad operating property. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public in order to prevent the discharge of roof, surface, stream and other drainage waters upon the adjacent railroad operating property.

Said covenant(s) shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

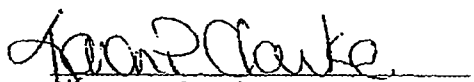
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


CPT000947
CONFIDENTIAL

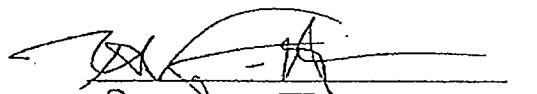
IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officer hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

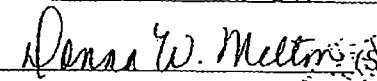
Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC.:

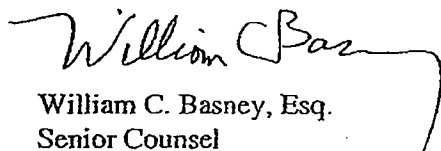

Karen P. Clarke

By: 
Print Name: J. Randall Evans
Print Title: Vice President


Regina A. Taylor-Murphy

Attest:  (SEAL)
Print Name: Donna W. Melton

This instrument prepared by
or under the direction of:


William C. Basney, Esq.
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

RETURN TO: CPRT Land Holdings, Inc.
4665 Business Center Drive
Fairfield, CA 94534

CPT000948
CONFIDENTIAL

STATE OF FLORIDA)
) SS.
 COUNTY OF DUVAL)

I, Regina A. Taylor-Murphy Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came J. Randall Evans, (✓) to me known, and/or (✓) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: (s)he resides in Jacksonville, Duval County, Florida; (s)he is Vice President, of CSX Transportation, Inc., the corporation described in and which executed said instrument; (s)he is fully informed of the contents of the instrument; (s)he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; (s)he signed his/her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 17th day of October, 2003.

My commission expires on:



Regina A Taylor-Murphy
 My Commission DD185582
 Expires February 19, 2007

(Signature) (SEAL)
 Notary Public

Print Name: Regina A. Taylor-Murphy

CPT000949
 CONFIDENTIAL